

## Black Hills Paintball Waiver

In consideration of participating in the \_\_\_\_\_ I represent that I understand the nature of this activity and that I am qualified, in good health, and in proper physical condition to participate in such activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity.

I fully understand this activity involves risk of serious bodily injury, including permit disability, paralysis and death, which may be caused by my own actions, or interactions of others participating in the event, the conditions in which the event takes place, or the negligence of the "releases" named below, and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost and damages I incur as a result of my participation in the activity.

I hereby release, discharge, and covenant not to sue \_\_\_\_\_, its respective administrators, directors, volunteers, employees, other participants any sponsors, coaches, advisers, owners and lessors of the premiss on which the activity takes place, ( each considered one of the "releases" herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releases" or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of the risk, or anyone on my behalf, makes a claim against any of the releases, I will identify, save, and hold harmless each of the releases from any loss, liability, damage, or cost which and may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by the law and agree if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force effect.

\_\_\_\_\_  
Printed name of participant

DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature of participant

## PARENTAL CONSENT

AND I, the minor's parents and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity, I hereby release, discharge, covenant not to sue and AGREE TO IDENTIFY AND SAVE AND HOLD HARMLESS each of the releases from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releases or otherwise, including, negligent rescue operations, and further agree that if despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the releases from any litigation expenses, attorney fees, loss liability, damage, or cost any Release may incur as the result of any such claim.

\_\_\_\_\_  
Printed name of Parent/Guardian

DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent/Guardian